

drew D. Jones did hold said stock, and there is no evidence bringing home to the many knowledge, in fact, of any of these particulars.

The question then is—are there in the facts and circumstances of this case sufficient grounds to charge the city of Baltimore with constructive notice of the violation of his duty as trustee, by Samuel Jones? Did the city know enough to put it on the inquiry and to make it responsible for neglecting to do so, in the same manner as if it knew, in fact, of the existence, character and nature of the trust; and that the trustees, or one of them, meant to misapply the trust fund when the transfer was made? If the city is liable at all, it is upon the ground of negligence, in not instituting the proper investigation, when it was in possession of the knowledge of circumstances sufficient to awaken its suspicions that Jones was about to commit a breach of trust by a misapplication of the trust property.

In this case, as has been stated, the stock stood upon the books of the city, in the names of Samuel Jones and Andrew D. Jones, trustees; but for whom they were trustees, and what was the nature and character of the trust, did not appear. In this respect, it differs altogether from the case of *Wayman and Stockett vs. The Bank, et al.*, in 5 *Gill*; for, in the latter case, the entry on the transfer book of the bank, displayed the origin, nature and character of the trust, and who were the beneficiaries, and the Court of Appeals say, that “the bank by this transfer had notice of the trusts with which the stock was clothed, and that the complainants were the legal proprietors of the stock; and its officers being the trustees of the stockholders, could not, without making the bank responsible, by any negligence or mistake, allow the title to pass to the stock by a transfer, by any other persons than the trustees, without involving the bank in responsibility.” The power of the trustees, holding the legal title, to transfer the stock, thus standing in their names, was affirmed by the court, who maintained them to be the only persons authorized to make the transfer, and the bank was held liable, because it permitted the transfer